

CFDA No. NA  
CSFA No. NAClient ☐ Non-Client ☒ [x]  
Multi-County ☐STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
STANDARD CONTRACTTHIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and  
Leon County Florida hereinafter referred to as the *provider*.

## THE PARTIES AGREE:

## I. THE PROVIDER AGREES:

## A. To provide services in accordance with the conditions specified in Attachment I.

## B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

## C. To the Following Governing Law

## 1. State of Florida Law

- a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
- b. The provider or its agent agrees to notify the Florida Department of Children and Families of all entry level employment opportunities associated with this contract which require a high school education or less. The Department of Children and Families will contact the WAGES Coordinator in the Florida Department of Labor and Employment Security regional office and request that WAGES participants be referred to the provider. WAGES is an initiative to empower recipients in the Temporary Assistance for Needy Families (TANF) program to enter and remain in gainful employment. Employment of WAGES participants is a mutually beneficial goal for the provider and the State of Florida, in that it provides qualified entry level employees needed by many providers and provides substantial savings to the citizens of Florida.

## 2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment NA. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §5274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the department.
- e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

## D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

## E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

## F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims,

suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omission by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

#### G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

#### H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

#### I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.

#### J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

#### K. Incident Reporting

1. Client Risk Prevention  
If services to clients will be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in HRSR 215-6 Paragraph 5, in the manner prescribed in HRSR 215-6.
2. Abuse, Neglect, and Exploitation Reporting  
In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

#### L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, HRS Accounting Procedures Manual.

#### M. Purchasing

1. PRIDE  
It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.
2. Procurement of Materials with Recycled Content  
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

#### N. Civil Rights Requirements

Note: N.1. applies only to providers with fifteen (15) or more employees. N.2. applies only to providers providing direct services to clients and if fifteen (15) or more individuals are employed.

1. The provider will not discriminate against any employee in the performance of this contract, or against any applicant for employment, because of age, race, creed, color, disability, national origin, or sex. The provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, creed, color, disability, national origin, or sex.
2. Compliance Questionnaire  
In accordance with HRSM 220-2, the provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B, if services are directly provided to clients and if 15 or more individuals are employed.

#### O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.

3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

**P. Sponsorship**

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in the same size letters or type as the name of the organization.

**Q. Final Invoice**

To submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

**R. Use of Funds for Lobbying Prohibited**

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime and Discriminatory Vendor**

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

**T. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**U. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**V. Electronic Fund Transfer**

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9486. The previous sentence is for notice purposes only.

**II. THE DEPARTMENT AGREES:****A. Contract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$650,000.00 subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

**B. Contract Payment**

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.033333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

**C. Vendor Ombudsman**

A *Vendor Ombudsman* has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or (800) 848-3792, the State of Florida Comptroller's Hotline.

**III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE****A. Effective and Ending Dates**

This contract shall begin on February 1, 2003 or on the date on which the contract has been signed by both parties, whichever is later.

It shall end on June 30, 2004.

**B. Termination**

3/1/02

Attachment # 5  
Page 4 of 13

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

Leon County Florida

c/o Facilities Management

1907 South Monroe Street

Tallahassee, Florida, 32301

2. The name of the contact person and street address where financial and administrative records are maintained is:

Debbie Mills

1907 South Monroe Street

Tallahassee, Florida

32301

3. The name, address, and telephone number of the contract manager for the department for this contract is:

William J. Fagen-

1515 Old Bainbridge Road

Tallahassee, Florida

(850)488-2223

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

Tom Brantley

1907 South Monroe Street

Tallahassee, Florida

(850)488-1948

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachments I & II, and Exhibits 1, A, and B contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 13 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER Leon County Florida

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: TONY GRIPPA

NAME: ANNIE R. NEASMAN, R.N., M.S.

TITLE: CHAIRMAN, LEON COUNTY BOARD OF COUNTY COMMISSIONERS

TITLE: DEPUTY SECRETARY FOR HEALTH

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE AGENCY 29-DIGIT FLAIR CODE: NA

FEDERAL EID # (OR SSN): 59-6000708

PROVIDER FISCAL YEAR ENDING DATE: September 30

## Attachment I

## A. Services to be Provided.

## 1. Definition of Terms.

## a. Contract Terms.

- (1) Leon CHD – Leon County Health Department, Department of Health, State of Florida.
- (2) Facilities Management – Division of Leon County Government responsible for all county owned buildings.

## b. Program or Service Specific Terms.

- (1) Dental Clinic – building being renovated at 912 Railroad Avenue, Tallahassee, Florida to provide a new site for Leon CHD Dental Services.
- (2) Construction Management – Technical construction supervision services provided by Leon County Division of Facilities Management.
- (3) Construction Manager – person appointed by the Director of Facilities Management to oversee the renovation project.

## 2. General Description.

## a. General Statement.

This contract is for the provision of building design, construction and construction management services to renovate a county owned building located at 912 Railroad Avenue, Tallahassee, Florida. This building will house the new Leon CHD Dental Clinic.

## b. Authority

Legal authority for contract service is Sections 381.001, 381.0011, 154.01, and 154.011, F.S.

## c. Scope of Service.

Services will include all aspects of design and construction such as: site permitting, survey, testing, basic architectural & engineering services, basic civil engineering services, and site and building construction costs. Facilities Management will also provide construction and project supervision.

d. Goals.

The goal of this collaboration between the Leon County Health Department and Facilities Management is to renovate a county owned building into a dental clinic to provide needed dental services to the residents of Leon County.

B. Manner of Service Provision.

1. Service Tasks

Facilities Management will assign a project supervisor to coordinate design and construction aspects with Leon County Health Department. This person will be responsible for the actual project within the limits set forth in this contract.

C. Method of Payment

1. Payment

- a. This is a cost reimbursement contract. Reimbursement shall be requested for items in the approved contract budget (Exhibit A), supported by appropriate documentation, organized to show expenditure and reimbursement requested from each budget category. Changes that increase or decrease an existing budget category may be made by the provider with prior written approval by the Leon County Health Department contract manager.
- b. Cost Reimbursement. The Department shall reimburse the provider for allowable expenditures that are in accordance with the limits specified in the approved budget presented in this contract.
- c. The provider shall request monthly reimbursement through submission of a properly completed invoice (Exhibit B) within fifteen days following the end of the month for which reimbursement is being requested. Reimbursement may be authorized only for allowable expenditures on the invoice, which are in accordance with the approved budget and other terms and conditions of this contract.

2. Documentation Needed for Specific Charges Incurred Under a Cost-Reimbursement Contract:

a. Professional Services Fees on a Time/Rate Basis

The invoice shall follow the sample in Exhibit B. The invoice must include a general statement of the services being provided, the time period covered, and the hourly rate times the number of hours worked.

- b. Goods and Services Procured from third parties.

Documentation must be provided as stated in C.1. above.

**END OF TEXT**

**ATTACHMENT II****FINANCIAL AND COMPLIANCE AUDIT**

This attachment is applicable if the provider is any state or local government entity, nonprofit organization, or for profit organization. An audit performed by the Auditor General shall satisfy the requirements of this attachment. If the provider does not meet any of the requirements below, no audit is required by the attachment. The administration of funds awarded by the Department of Health to the provider may be subject to audits and monitoring by the department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and other procedures. By entering into this contract, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the department. In the event the department determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the department regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General of the State of Florida.

**AUDITS****PART I: FEDERALLY FUNDED**

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$300,000 or more in Federal awards in aggregate during its fiscal year, the provider must have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this attachment indicates Federal funds awarded through the department by this contract. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal funds from the department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditures of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
3. Such audits shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the department shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department contract involved.
4. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the department in effect during the audit period.



5. If the provider expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such audit must be paid from the provider funds obtained from other than Federal entities.)

## **PART II: STATE FUNDED**

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the provider expends a total amount of State awards (i.e., State financial assistance provided to the provider to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such provider, the provider must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. EXHIBIT I to this attachment indicates State funds awarded through the department. In determining the State awards expended in its fiscal year, the provider shall consider all sources of State awards, including State funds received from the Department of Health except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
3. If the provider expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from provider funds obtained from other than State entities).

## **PART III: REPORT SUBMISSION**

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to:
  - A. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - B. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this attachment (in correspondence accompanying the audit report, indicate the date that the provider received the audit report); copies of the reporting package described in Section

## EXHIBIT - 1

## 1. FEDERAL FUNDS AWARDED TO THE PROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

Federal Program 1	\$ <u>NA</u>
Federal Program 2	\$ <u>NA</u>
TOTAL FEDERAL AWARDS	\$ <u>NA</u>

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL FUNDS AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

## 2. STATE FUNDS AWARDED TO THE PROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

Matching funds for federal programs	\$ <u>NA</u>
State funds subject to Section 215.97, Florida Statutes	\$ <u>NA</u>
TOTAL STATE FUNDS AWARDED PURSUANT TO SECTION 215.97, F.S.	\$ <u>NA</u>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE FUNDS AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

Exhibit B

LEON COUNTY HEALTH DEPARTMENT

Under the terms of contract #LNJ20, this is a request for payment for services rendered by Leon County Board of County Commissioners during the period from \_\_\_\_\_ through \_\_\_\_\_.

Type of Service	Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Amount Requested \_\_\_\_\_

Provider Representative \_\_\_\_\_ Date \_\_\_\_\_

Approved for payment by:  
Contract Manager \_\_\_\_\_ Date \_\_\_\_\_

CHD Administrator \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Exhibit A

**Leon County Dental Clinic  
Project Budget**

<b>Contingency</b> (10% of all costs)	\$59,400
<b>Site Permitting</b> (Lump Sum Estimate)	\$6,000
<b>Survey</b> (Lump Sum Estimate)	\$2,000
<b>Testing</b> (Lump Sum Estimate, includes environmental & construction testing)	\$10,000
<b>Basic A/E Services</b> (Lump Sum Estimate, Construction & Renovations)	\$34,000
<b>Basic Civil Engineering Services</b> (Lump Sum Estimate, Engineering)	\$5,000
<b>Additional A/E Services</b> (Facility Survey, Programming, and Undefined Services)	\$7,500
<b>Production Expenses</b> (Printing and Special Deliveries)	\$800
<b>Building &amp; Site Construction Cost</b> (5,100 gsf @ \$103/sf)	\$525,300
<b>Project Budget</b>	<b>\$650,000</b>

.320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this attachment must be sent to the department at each of the following addresses:

- A. Contract Administration  
4052 Bald Cypress Way, BIN B01 (HAFARM)  
Tallahassee, Florida 32399-1729
  - B. The contract manager for this contract listed in the Standard Contract.
3. Additionally, copies of reports and management letters required by Part II of this attachment must be sent to the following address:
- A. State of Florida Auditor General  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450
4. Any reports, management letter, attestations, or other information are required to be submitted within 45 days after delivery of the audit report but no later than 12 months of the provider's fiscal year end (or as otherwise allowed by Florida Statutes) for Local Governmental Entities or whichever occurs first. Non-Profit and For-Profit Organizations are required to be submitted within 45 days after delivery of the audit report but no later than 9 months of the provider's fiscal year end (or as otherwise allowed by Florida Statutes days. Other submissions should be timely in accordance with OMB Circular A-133 or Florida Statutes, as applicable.

#### PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued or until resolution of audit findings or litigation related to the terms and conditions of the this contract and shall allow the Department of Health or its designee, access to such records upon request. The provider shall ensure that audit working papers are made available to the department upon request for a period of five years from the date the audit report is issued, unless extending in writing by the department.

**End of Text**